



## REQUEST FOR PROPOSAL

**Sam Houston State University**

A Member of The Texas State University System

**Procurement and Business Services**

**Reference Number 753-6-66225135RRM**

**Parking Management System**

**Mail Proposals To:**

Sam Houston State University  
Procurement & Business Services  
Box 2028  
Huntsville, TX 77341

**Deliver Proposals To:**

Sam Houston State University  
Procurement & Business Services  
CHSS Bldg - 1901 Avenue I, Suite 452  
Huntsville, TX 77340

**PROPOSAL MUST BE RECEIVED BY: 3 PM Central Time November 6, 2015**

**FAX PROPOSALS WILL NOT BE ACCEPTED**

**Show RFP Number, Opening Date and  
Time on Return Envelope**

**Note:** A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

***In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published proposal opening, the published due date will default to the next open business day at the same time.***

**Agency Invoice Address:**  
Sam Houston State University  
Disbursements  
Box 2185  
Huntsville, TX 77341

**Refer Inquiries To:**  
Procurement and Business Services  
Gina Morrison, Purchaser II  
Telephone No: 936 294-2620  
E-mail: rrm015@shsu.edu

All proposals should be completed as required by the instructions in this Request for Proposal, signed, and returned by the date and time specified.

**Note:** Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request for Proposal, Section E.)

**All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.**

**Failure to include HUB Plan will result in disqualification of proposal.**

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## SECTION A INTRODUCTION / BACKGROUND / OVERVIEW

### A-1 INFORMATION ABOUT SAM HOUSTON STATE UNIVERSITY

Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state's fifth oldest continuously operating institution of higher education. With nearly 100,000 graduates, SHSU has touched the lives of generations of Texans by helping to shape the economic, social and cultural development of this state and beyond.

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year "the Normal" opened with 109 students, four faculty members and its first principal, Bernard Mallon.

Created to train school teachers, today's Sam Houston State University offers a broad range of academic programs leading to bachelors, masters and doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2015, SHSU experienced another record enrollment, with 19,214 students. The physical plant is undergoing significant expansion and improvements at a cost of more than \$250 million.

Central to the university's recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly "a great name in Texas education."

### A-2 SCOPE OF PROPOSAL

Sam Houston State University ("SHSU" or "University" herein), through this Request for Proposal ("RFP") is seeking a Vendor to provide a comprehensive web based, vendor hosted parking database management system, fully integrated with parking permit, event and citation functions. This parking database management system will allow the University to enforce the associated on-street and off-street parking enforcement and activities utilizing automated license plate recognition (ALPR) technology for the Sam Houston State University Campus in Huntsville, Texas. The contract shall begin on or before December 1, 2015 with initial period ending August 31, 2016 with four optional years, coordinating with state fiscal year September 1 – August 31. The total cost over **the life of the Contract (5 years) is not to exceed \$500,000.00** (five hundred thousand dollars). The services and hardware requested shall conform, at a minimum, to the Basic Services, as detailed in Sections D. Interested companies ("Proposers", "Vendor", or "Contractor" herein) are requested to submit proposals ("Proposals"). Proposer is to provide all labor, equipment, and coordination required service in accordance with the specifications contained in this RFP.

**NOTE: The University will pay for only those years utilized and will not pay for future years in which the University elects not to extend the contract in accordance with Section B-5f. These services are not exclusive and cover only the equipment listed in this RFP. The University, at its discretion, may contract with other contractors to perform these services on equipment not listed.**

## SECTION B PROPOSAL INSTRUCTIONS AND REQUIREMENTS

### B-1 Proposal Delivery Instructions

**B-1a Proposals Must Be Received By: 3 PM Central Time November 6, 2015**

**B-1b Proposal Delivery:** The proposal must be time stamped at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services prior to the specified opening date and time.

If the proposal is hand carried to SHSU, Procurement and Business Services is located in CHSS Building, Suite 452.

**Mail Proposals To:**  
**Sam Houston State University**  
**Procurement & Business Services**  
**Box 2028**  
**Huntsville TX 77341**

**Deliver Proposals To:**  
**Sam Houston State University**  
**Procurement & Business Services, CHSS Bldg**  
**1901 Avenue I Suite 452**  
**Huntsville TX 77340**

**B-1c Unacceptable Proposal Delivery Methods:** The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc) in response to this RFP. **Faxed proposals are not acceptable.**

**B-1d Proposer Responsibilities:**

- a. The proposer, (not the carrier/mail service/other or University), is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement and Business Services Department as specified on the RFP form.
- b. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer's proposal.
- c. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

**B-1e Proposal Envelope/Box/Container:** Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified with RFP number, due date and time. It is the proposer's responsibility to have the proposal correctly marked and delivered to SHSU Procurement and Business Services by the specified date and time for receipt.

**B-2 RFP METHODOLOGY/PROCESS**

**B-2a Proposer's Acceptance of Evaluation Methodology:** By submitting a proposal, the proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the proposer recognizes that some subjective judgments must be made by the University during the RFP process.

**B-2b Selection Process:** The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from companies that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

**B-2c Criteria for Award:** The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, which is the most advantageous to the University. The factors to be considered by the University in evaluating proposals and selecting the successful proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.

**B-2d Public Information:** The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature unless otherwise indicated by the proposer in accordance with section 1.11 of the Terms and Conditions above. All information not clearly marked as proprietary or confidential may be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001) after all contracts associated with the award are executed. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.

**B-2e Costs of Preparing Proposals:**

- a. The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer's response to this solicitation.

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- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

**B-2f Negotiations or Discussions:** If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due. **SHSU reserves the right to add future locations at a price to be negotiated with award vendor.**

**B-2g Presentations:** Sam Houston State University may, at its sole discretion, invite selective responsive firm(s), at the firms(s) expense to give an oral presentation and respond to questions.

**B-2h Pricing:** Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. in the unit pricing this proposal and quoted in US dollars.

**B-2i Property of the University:** Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.

**B-2j Conditional Clauses:** Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by University, at its option.

**B-2k Proposal Validity Period:** Each proposal should state that it will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

**B-2l Modification or Withdrawal:** Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, at its sole discretion.

**B-2m Contract Agreement:** Provide a copy of Proposer's Standard Contract Agreement, if applicable, with your proposal.

## **B-3 PROPOSER QUESTIONS AND ADDENDA**

**B-3a Proposer Questions:** After the RFP is advertised, proposers will have until **October 26, 2015 @ 11:00 a.m. CT**, to submit **written** questions for clarification of the proposal. Send questions to Gina Morrison via e-mail to [rrm015@shsu.edu](mailto:rrm015@shsu.edu) or fax to 936-294-1997. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily web page at <http://esbd.cpa.state.tx.us/> and the Walker County Alliance web page at [www.shsu.edu/wca](http://www.shsu.edu/wca). Addenda are usually posted within three (3) business days unless the questions involve legal issues or complex subjects. **It is the responsibility of the proposer to monitor the website for addenda or other written responses.**

**B-3b Addenda to Request for Proposal and Award Information:** If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum. All addenda shall become a part of this Request for Proposal. The addendum will be posted on the Texas Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> and on the Walker County Alliance web page at [www.shsu.edu/wca](http://www.shsu.edu/wca). **It is the responsibility of the proposer to monitor the website for addenda or other written responses. In addition, information about the award will be posted on both web sites.**

**B-4 Site Visit:** Pre-Proposal Conference: A pre-proposal conference and site visit will be held:

**Thursday, October 22, 2015 at 2:00 p.m. CT**

The Charles W. Tackett Police Building

2424 Sam Houston Avenue

Huntsville, Texas 77340

It is highly recommended that all interested Contractors attend this pre-proposal conference. A site visit will occur at this time. SHSU requests a notification, in writing, by Tuesday, **October 20, 2015 at 11:00 a.m. CT** informing Gina Morrison if you plan to attend and how many will be attending, you may e-mail this notice to rrm015@shsu.edu or fax 936-294-1997. Transportation will be available to take participants to the site: University Parking Garage. Proposers will have the opportunity to ask questions during the site visit. Questions and answers will be posted with the addendum.

## **B-5 GENERAL INFORMATION**

**B-5a Intended Use:** The University will utilize the deliverables identified in the Specifications to increase parking database management system and will allow the University to enforce the associated on-street and off-street parking enforcement; while utilizing automated license plate recognition (ALPR) technology for Sam Houston State University Campus in Huntsville, Texas

**B-5b Class and Item:** 208-57 and 209-46

**B-5c Contact with the University:** Contacts with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposers are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

**B-5d Parties to the Proposal/Resulting Contract:** Sam Houston State University (SHSU) and the contractor. University Police Department is a department of SHSU.

**B5-e Termination/Cancellation:** In the event that the awarded contractor is non-compliant with any portion of the contract, Sam Houston State University will give the contractor 30 days' notice to comply. If compliance is unsatisfactory after 30 days, Sam Houston State University has the right to terminate the contract.

**B5-f Performance Period:**

Initial Period: beginning on or December 1, 2015 through August 31, 2016

Option year one: September 1, 2016 through August 31, 2017

Option year two: September 1, 2017 through August 31, 2018

Option year three: September 1, 2018 through August 31, 2019

Option year four: September 1, 2019 through August 31, 2020

## **B-6 PROPOSAL CONTENT, PREPARATION AND SUBMITTAL INSTRUCTIONS**

**B-6a Execution of Offer:** Please complete, sign and return the attached Execution of Offer as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign and return the Execution of Offer will result in the rejection of the proposal.**

**B-6b Number of Copies:** Proposer should submit a total of six (6) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal. Also include entire proposal and all back up on one (1) flash drive.

**B-6c Submission**

- (1) Proposals must be received by University on or before the Submittal Deadline at the location stipulated.
- (2) Proposer should submit all required proposal materials enclosed in a sealed envelope, box, or container. The RFP and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.
- (3) University will not consider a proposal received after the Submittal Deadline under any circumstances.
- (4) University will not accept proposals submitted by telephone, facsimile ("FAX") transmission, or electronic transmission ("E-mail, disk, or CD-Rom") in response to this RFP.

**B-6d No-Response:** An entity wishing to submit a 'No-Response' is requested to return the Execution of Offer. The returned form should indicate the responding entity's name and should include the words 'No-Response' on the Execution of Offer form.

**B-6e Page Size, Binders, and Dividers:** Proposals should be typed on letter-size (8-1/2" x 11") paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

**B-6f Table of Contents:** Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

**B-6g Format for Proposal:** Proposer shall submit proposals using substantially the following format in terms of order of content. Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Long or elaborate proposals are not desired.

- Cover page
- Execution of offer, including pricing page(s)
- Table of Contents
- Executive Summary of Proposal
- Company Information and History: including, but not limited to the following:
  - Company name, Federal Tax Identification Number, company address, contact information (company and proposer's representative).
- All required information as requested in the Evaluation Criteria, Sections C-3a, C-3b, C-3c and C-3d, as well as any additional information the Proposer feels is relevant to their proposal.
- The Contractors HUB Plan and all required HUB documentation.

**NOTE: The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.**

**B-6h Qualifications and References:**

- a. Each contractor shall submit evidence of qualifications which would indicate the ability to satisfactorily perform the services defined elsewhere in this document.
- b. References: Contractor should submit, along with contact name and phone number, at least five (5) commercial or higher education accounts serviced by the Contractor for at least two (2) years with the type of services requested in this RFP. The University reserves the right to contact these business, institutions, etc. and requests that contact information for that company be included for each account. Failure to comply may result in rejection of the proposal.

**B-6i Insurance:** Contractor shall provide proof of insurance with his response, if not proposer must provide proof of insurance to the SHSU's University Police Department Representative before any services are performed. Contractor shall procure and maintain the minimum insurance policies, see Section H, and shall name the University as an additional insured party as appropriate; and upon execution of a contract to operate.

**B-6j Equal Opportunity Laws and Affirmative Action:** Sam Houston State University is committed to Equal Opportunity and Affirmative Action. The proposer must pledge to comply with Equal Opportunity laws and that it will not discriminate against any employee or application for employment because of race, creed, national origin, sex, age, job-unrelated handicaps, or marital status.

**B-7 THE STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN**

a. **Proposals over \$100,000 (including initial award and all potential option/ extension periods) submitted without a HUB Subcontracting Plan will not be considered for award.**

b. Sam Houston State University has adopted the TPASS rules as their own HUB rules (Texas Government Code 2161.003 – Agency Rules and Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.15. It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that that subcontracting opportunities are probable under this contract.

Proposers who intend to subcontract must perform their good faith effort in completing the HSP. Failure to do so will result in disqualification. When completing the HSP make note that the University's HUB goals are as follows:

Building Construction	21.10%
Special Trade	32.70%
Professional Services	25.00%
Other Services	12.00%
Commodities	25.00%

c. HSP forms have been provided. On-line HSP forms and an instructional video for properly completing the HSP are available at: <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

*You are strongly encouraged to view the on-line training video for the HUB Subcontracting Plan (HSP) before preparing your plan.*

d. For assistance or if you have any questions regarding the HSP, please contact Sam Houston State University's HUB Coordinator, Bob Chapa, at [ric001@shsu.edu](mailto:ric001@shsu.edu) or phone (936) 294-4670.

**B-8 EXECUTION OF OFFER AND PRICING PROPOSAL:** Failure to sign and return the Execution of Offer will result in rejection of the proposal. (Section E, page12-16)

**B-8a Required Timeline**

- a. Issue RFP on or about **October 14, 2015**
- b. Notification of intent to attend Site Visit: **October 20, 2015 before 11 AM**
- c. Site Visit: **October 22, 2015 @ 2PM**
- d. Technical Questions Due: **October 26, 2015 at 11AM**
- f. Proposal due: **November 6, 2015 3PM**

**B-9 CONTRACTUAL REQUIREMENTS**

**B-9a Contract Administration:** Contract administration will be by SHSU Procurement and Business Services in conjunction with **University Police Department**.

**B-9b Purchase Order Changes:** All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.



**B-9c Invoice and Payment:**

- a. SHSU is an agency of the State of Texas and is Tax Exempt
- b. Payment will be made by SHSU Disbursements Department after receipt of a correct Invoice and receipt of goods/services the department.
- c. Submit original invoices to:

**Sam Houston State University  
Disbursements & Travel Services  
Box 2185  
Huntsville TX 77341  
Fax: 936 294-3796  
Email: acctspay@shsu.edu**

**Section C EVALUATION CRITERIA**

**C-1 Review Panel:** Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

**C-2 Weighted Values:** Evaluation criteria will be weighted as follows:

<b>Price Evaluation Criteria</b> <ul style="list-style-type: none"><li>• Price for services, labor and equipment.</li><li>• Proposed escalation for years 2-5</li><li>• How well proposer followed RFP instructions</li></ul>	<b>50 PTS</b>
<b>Resources Evaluation Criteria</b> <ul style="list-style-type: none"><li>• Proposer's ability to provide services and implementation by SHSU required date May 1, 2016</li><li>• Qualification/staffing plan of team include copy of resume of members assigned to SHSU for this project.</li><li>• Response time to problems</li></ul>	<b>25 PTS</b>
<b>Proposer's Experience</b> <ul style="list-style-type: none"><li>• Proposers experience with similar service projects for the Federal Government, State of Texas, County Governments, Texas Municipalities, K-12 Education, or Higher Education</li></ul>	<b>15 PTS</b>
<b>Proposer's Qualifications/Business History</b> <ul style="list-style-type: none"><li>• Business references-current customers</li><li>• Quality of RFP response and how well did the Proposer follow the instructions of the RFP</li></ul>	<b>10 PTS</b>
<b>Total</b>	<b>100 PTS</b>

**C-3 Evaluation Criteria:**

**C-3a Price Evaluation Criteria (50 PTS)**

**Price for Services** –Cost including all labor, parts, material, equipment, travel expenses, insurance, coordination, and any other cost(s) required to perform the basic services for each unit and location described in Section D.

**Proposed price for options 2-5 years** --The proposed escalation price, if any, for each additional option year of the contract.

**C-3b Resource Evaluation Criteria (25 PTS)**

**Proposer's ability to provide services**—The proposer shall provide the following information on their firm for the past five (5) years: the number, value and percent change of contracts in Texas per year and annual revenue totals and percent change per year. Proposer shall state whether their firm is currently for sale or involved in any transaction to expand or to be acquired by another business entity. Proposer should provide details of any past or pending litigation, or claims filed, against the firm that may affect performance. Proposer shall provide information concerning whether the firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. State whether the firm has ever failed to complete any work which it has been awarded.

**Qualifications/Staffing Plan of Service Team** – The proposer is expected to provide a detailed staffing plan including recruitment, hiring practices, background checks, level of experience of each team member, etc. Copy of resume of person(s) assigned to project for SHSU.

**Response time** to problems/issues after implementation.

**Instructions:** How well proposer followed RFP instructions.

**C-3c Proposer's Experience (15 PTS)**

Proposer shall provide detailed information on their experience with similar service projects undertaken for the Federal Government, State of Texas, State of Texas County Governments, Texas Municipalities, K-12 Education, or Higher Education for the last five (5) years. Proposer shall provide, at minimum, the name of the institution or entity, contact information and a brief description of the project including dollar amount and duration of project to completion.

**C-3d Proposer's Qualifications/Business History (10 PTS)**

**Business References**—Proposer should provide a minimum of five active business references, including business name, contact person, and contact information.

**Quality of RFP Response** – The quality of the RFP response and how well did the Proposer follow the instructions of the RFP.

**SECTION D PROJECT REQUIREMENTS AND SPECIFICATIONS**

**D-1 Introduction and Background:**

Sam Houston State University (SHSU) Parking and Transportation Services is seeking to improve staff efficiency, increase customer convenience, increase revenues and its ability to adequately manage a large campus parking operation. The University would like to utilize available technologies to efficiently observe parking permits. With the limitation of our current environment and the growth of the campus and customer base, the current system is no longer efficient.

**D-2 Scope of Proposal**

SHSU is soliciting proposals in response to this Request for Proposal (RFP), for a Vendor to provide a comprehensive web based, vendor hosted parking database management system, fully integrated with parking permit, event and citation functions. This parking database management system will allow the University to enforce the associated on-street and off-street parking Enforcement and activities utilizing automated license plate recognition (ALPR) technology. To include necessary hardware.

**D-2a System requirements** shall include the implementation, integration, support, hosting and the following modules:

- Permit Management

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- Citation Management
- Appeal Management
- Customer Management
- Vehicle Management
- Waitlist Management
- Boot and Tow Module
- Motorist Assistance Module
- Campus Event Management
- Property Maintenance
- Mobile ALPR
- Entry Station Module with Fixed ALPR

D-2b **E-Commerce website and mobile application** which allows customers to interact with the parking department. The modules included in the E-commerce solution include:

- Customer and Vehicle Management
- Citation Payment (including boot/tow fees)
- Citation Appeals
- Appeal Committee Review
- Permit Sales
- Automatic Day Pass
- Vehicle Occupancy Count and Scanning via ALPR (available to view via customer map, application and administrative view)
- “Where Can I Park” permit validation
- “Where Did I Park” vehicle location
- Event Parking and Pay by Phone/Plate integration
- Violator reporting by parking patrons

D-2c **Unique integrations** within this agreement include:

- Ellucian Banner Integration
  - a) Charge and Payment soft transfer updates between “System” and Banner for all affiliated customers with real-time updates
  - b) Customer information integration and real-time updates
  - c) Residence Hall status information
- Touchnet Payment Gateway Integration
  - a) Payment processing for visitors and events
- SHSU Mobile App
  - a) Ability to integrate mobile app within the SHSU branded Mobile App
- Third Party Park and Pay Applications
  - a) Integration to validate and enforce park and pay transactions
- Existing Hardware
  - a) Test ability to use current Bluetooth mobile printers in lieu of new hardware. Contractor will assume overall responsibility for coordinating all the service contracts and maintenance associated with this system.

D-2d **Standard support** is available via phone, email, or support portal Monday thru Friday 8:00 am to 6:00 pm central standard time. Emergency phone support is available 24/7/365.

D-2fe **Subscription Requirement:**

- Annual Hosted Parking Management System Subscription: Includes Unlimited Device Licenses and Use of Parking Management Software, 24/7 Support, Upgrades, Patches and Maintenance Releases.
- Branded Customer Mobile Application Creation and Annual Subscription: Subscription for unlimited customers to access customer portal using an iOS or Android Device. Includes 24/7 Support, Upgrades, Patches and Maintenance Releases.

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- Multi Space Backend Software Subscription: Integrates with Pay by Plate Hardware and Parking Management System.

**D-2f Hardware Requirements:**

- Mobile LPR Vehicle Bundle: Two Camera LPR system, in vehicle rugged tablet, rugged printer, and mounting hardware.
- Two Camera LPR system, in vehicle rugged tablet, rugged printer, and mounting hardware: Configuration and Installation of all LPR Vehicle Bundle Equipment
- Rugged Handheld Enforcement Bundle: 7” Rugged Tablet, Rugged Bluetooth Printer, with protective cases
- Integrated Multi Space Pay by Plate Meter: Credit Card Option Only with keyboard and ADA compatibility.
- Configuration and Installation of Multi Space Pay by Plate Meter: (Does not include electrical runs, data cabling or modifications to concrete or footings)
- OPTIONAL: Fixed LPR Kiosk Bundle: Two Camera Fixed LPR System, touchscreen PC with ability to communicate with Parking Management System.
- SHSU approved equal. List out make and model or all equipment quote.

D-2g **Hardware warranty** shall include a three (3) year warranty and ALPR hardware includes a one (1) year warranty with an option to purchase additional years.

D-2h **Implementation Timeline** Contractor will perform the tasks required to implement the Parking Database Management System. The expected time frame for implementation is sixty (60) to ninety (90) days from execution of agreement and some tasks will not run concurrently.

- Initial Meeting
- Data Conversion
- Review of Current Processes
- Configuration of the Campus System
- Configuration of integrations and interfaces
- Implementation of Customer mobile app
- Remote training prior to go live
- Field hardware installation and configurations;
- Handhelds
- Meters (in parking garage)
- ALPR Equipment

Onsite implementation and training prior to go live on or about **May 1, 2016**.

**Follow-training**

- a. The university will be assigned a dedicated Project Manager and implementation team during the implementation process. The team will meet with University Parking and Transportation designated staff and University Project Team at minimum once per week to cover scheduled tasks and any outstanding items.

**Section E EXECUTION OF OFFER**

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

**This offer consists of pages number 1 through 45 of RFP#753-6-66225135RRM.**

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Proposer/Company:** \_\_\_\_\_

**Signature (ink):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
Street or PO Box City State Zip Code

**Telephone Number:** \_\_\_\_\_

Cost:

Proposer/Company: \_\_\_\_\_

Description	Qty	Each Price	Price	Initial Year	Option Year 2	Option Year 3	Option Year 4	Option Year 5
<b>Annual Hosted Parking Management System Subscription:</b> Includes Unlimited Device Licenses and Use of Parking Management Software, 24/7 Support, Upgrades, Patches and Maintenance Releases	1 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Branded Customer Mobile Application Creation and Annual Subscription:</b> Subscription for unlimited customers to access customer portal using an iOS or Android Device. Includes 24/7 Support, Upgrades, Patches and Maintenance Releases.	1 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Mobile LPR Vehicle Bundle:</b> Two Camera LPR system, in vehicle	2 ea.	\$	\$	\$	\$	\$	\$	\$

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rugged tablet, rugged printer, and mounting hardware.								
<b>Mobile LPR Vehicle Hardware Installation:</b> Configuration and Installation of all LPR Vehicle Bundle Equipment	2 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Rugged Handheld Enforcement Bundle:</b> 7” Rugged Tablet, Rugged Bluetooth Printer, with protective	6 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Integrated Multi Space Pay by Plate Meter:</b> Credit Card Option Only with keyboard and ADA compatibility	2 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Configuration and Installation of Multi Space Pay by Plate Meter:</b> (Does not include electrical runs, data cabling or modifications to concrete or footings)	1 ea.	\$	\$	\$	\$	\$	\$	\$
<b>Multi Space Backend Software</b>	2 ea.	\$	\$	\$	\$	\$	\$	\$

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<b>Subscription:</b> Integrates with Pay by Plate Hardware and Parking Management System.								
<b>TOTAL</b>			\$	\$	\$	\$	\$	\$

Optional Items to be quotes for future use

Description	Qty	Unit Price	Extended Price
<b>Fixed LPR Kiosk Bundle:</b> Two Camera Fixed LPR System, touchscreen PC with ability to communicate with Parking Management System	1 ea.	\$	\$

**PLEASE INCLUDE MAKE and MODEL of ALL EQUIPMENT QUOTE.**

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. **FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.**

NOTE: If using additional pricing pages, insert here.



**Section F TERMS AND CONDITIONS:**

**ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

**1. PROPOSAL REQUIREMENTS:**

- 1.1 **Rules, Regulations & Statutes:** Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
- 1.4 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.5 **Pricing Firm:** Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (**unless otherwise stated in specifications**). "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
- 1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 1.7 **Right to accept or reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
- 1.8 **Withdrawal:** Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
- 1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
- 1.10 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
- 1.11 **Texas Public Information Act:** Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a proposer believes any information contained in the proposer's response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General's Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer's claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General's Office.

**2. SPECIFICATIONS**

- 2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 **Electrical Standards:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.
- 2.5 **Oral Statements:** SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
- 2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

**3. DELIVERY**

3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

3.2 **Foreseen Delays:** If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 **Substitutions:** No substitutions permitted without written approval of SHSU.

3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

**4. INSPECTION AND TESTS** – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier's place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

**5. AWARD OF CONTRACT**

5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University's discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

**6. CANCELLATION OF CONTRACT** – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

**7. PAYMENT** – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department. Sam Houston State University may pay vendors for any goods or services provided utilizing any one of the following methods of payment:

- a) Paper check
- b) ACH
- c) Wire
- d) WEX Inc. Financial Services' AP Direct
- e) Procurement Card

**8. NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

**9. CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

**10. PATENTS OR COPYRIGHTS** – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

**11. VENDOR ASSIGNMENTS** – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

**12. FUNDING OUT CLAUSE** – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

**13. PROPOSER AFFIRMATION** – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts:

<http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

13.9 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive:	_____
Name of State Agency:	_____
Date of separation from State Agency:	_____
Position with proposer:	_____
Date of Employment with proposer:	_____

**14. NOTICE TO PROPOSER:**

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race,

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religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, protected veteran status or disability

14.3 In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

# HSP Quick Check List

## ❖ SELF-PERFORMANCE

**If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:**

- ☐ Section 1 – Respondent and Requisition Information
- ☐ Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- ☐ Section 3 – Self Performing Justification
- ☐ Section 4 – Affirmation

## ❖ 100% HUB PARTICIPATION

**If all of your subcontracting opportunities will be performed using only HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
- ☐ Section 2 c. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (**Attachment A**) – Complete this attachment for each subcontracting opportunity

## ❖ MEET THE GOAL

**If you are subcontracting with HUB vendors and Non-HUB vendors, and the aggregate percentage\* of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – Yes
- ☐ Section 4 – Affirmation
- ☐ GFE Method A (**Attachment A**) – Complete this attachment for each subcontracting opportunity

## ❖ SOLICIT: GOOD FAITH EFFORT

**If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non HUB vendors), and the aggregate percentage\* of subcontracting with HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
- ☐ Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
- ☐ Section 2 c. – No
- ☐ Section 2 d. – No
- ☐ Section 4 – Affirmation
- ☐ GFE Method B (**Attachment B**) – Complete this attachment for each subcontracting opportunity

\* Aggregate percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

**For assistance in completing the HSP at Sam Houston State University contact:**

**Bob Chapa (HUB Coordinator) @ 936/294-4670 or [ric001@shsu.edu](mailto:ric001@shsu.edu)**

**Sam Houston State University HUB goals are as follows:**

<i>Procurement Category</i>	<i>Goals</i>
Building Construction	21.10%
Special Trade	32.70%
Professional Services	25.00%
Other Services	12.00%
Commodities	25.00%

## SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	0%	%	%

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(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

- d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)



Requisition #: \_\_\_\_\_

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

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**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - **Yes** (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - **No** (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date

- REMINDER:** ➤ If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.



**HSP Good Faith Effort - Method B (Attachment B)**

(Rev. 10/11)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

**SECTION B-1 SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2 MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - **Yes** (If **Yes**, to continue to SECTION B-4.)

☐ - **No / Not Applicable** (If **No** or **Not Applicable**, continue to SECTION B-3.)

**SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "**A**" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

- Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION B-4 SUBCONTRACTOR SELECTION**

- a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMI NDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

<b>Section A</b>		<b>PRIME CONTRACTOR'S INFORMATION</b>	
Company Name:		State of Texas VID #:	
Point-of-Contact:		Phone #:	
E-mail Address:		Fax #:	
<b>Section B</b>		<b>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name:			
Point-of-Contact:		Phone #:	
Requisition #:		Bid Open Date:	
<b>Section C</b>		<b>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
1.	Potential Subcontractor's Bid Response Due Date:	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on:</b> _____</p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>	
2.	Scope of Work:		
3.	Required Qualifications:		
	<input type="checkbox"/> - Not Applicable		
4.	Bonding/Insurance Requirements:		
	<input type="checkbox"/> - Not Applicable		
5.	Location to review plans/specifications:		
	<input type="checkbox"/> - Not Applicable		



## Insurance Requirements

The Contractor providing services shall purchase and maintain during the life of any project, in a company or companies licensed to do business in the State of Texas and acceptable to the Owner, such insurance which shall fully protect the Contractor, the Owner, Architect, Engineer, and any Subcontractor performing work covered by this Agreement from any and all claims, including bodily injury, property damage, or personal injury which may arise or result from the Contractor's operations under this Agreement.

1. **As a minimum, such insurance must include, but not necessarily be limited to:**
  - a. Comprehensive General Liability.
  - b. Automobile Liability Insurance, covering all motor vehicles, whether owned, non-owned, or hired.
  - c. Worker's Compensation and Employer's Liability Insurance.
  - d. Builders' Risk (if applicable).
2. **Insurance, required by subparagraphs above, shall be written for not less than any limits of liability required by law or by those shown below, whichever is greater:**
  - a. **Comprehensive General Liability\***

**Bodily Injury / Personal & Advertising Injury:**

Each Occurrence .....\$1,000,000

General Aggregate .....\$2,000,000

\* Texas State University System Board of Regents/Sam Houston State University shall be named as Additional Insured.
  - b. **Automobile Liability\***

**Any Auto, whether Owned, Non-Owned, or Hired:**

Combined Single Limits .....\$1,000,000

\* Contact Risk Management for exceptions (936.294.2342).
  - c. **Workers' Compensation and Employers' Liability**

**W.C. Statutory Limits:**

Applicable Federal and State ..... Statutory

E.L. Each Accident .....\$500,000

E.L. Disease – Each Employee.....\$500,000

E.L. Disease – Policy Limit.....\$500,000

\* If waived, contractor, the employees and sub-contractors must sign a hold-harmless and indemnification agreement.
  - d. **Builder's Risk (if applicable)**
    - i. All-Risk full insurable value of work.
    - ii. Insurance carrier must be rated as excellent or better A.M. Best Company.
    - iii. Contractor shall be responsible for materials not installed as well as tools, equipment, and supplies to be used on the job and insurance for such property to be furnished by the Contractor.

\*Texas State University System Board of Regents/Sam Houston State University must be listed as a named insured.
3. **Prior to commencement of the work, the Contractor shall furnish to the Owner certified copies of Certificates of Insurance, all policies including all endorsements thereto. Thirty (30) days' notice of cancellation must be provided. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required. During the term of this Agreement, the Contractor shall furnish to the Owner copies of any endorsements issued amending any such required insurance.**
4. **Description of Operations should read:**

Re: (List – job/location/project &/or performance, etc., if applicable)

\*Texas State University System Board of Regents/Sam Houston State University must be listed as a named insured.
5. **Certificate Holder and Additional Insured Information:**

Texas State University System Board of Regents/Sam Houston State University

C/O REQUESTING DEPARTMENT	CITY, STATE ZIP	E-mail ADDRESS:
STREET ADDRESS	cc: ses058@shsu.edu	

# Request For Proposal 753-6-66225135RRM

SHSU ITS Vendor Questionnaire  
Vendor General Information Questions  
**Vendor Provisions**

No.	Vendor Provisions
1	The information shared in this document from Sam Houston State University (SHSU) to Vendor is proprietary and confidential. Vendor will provide appropriate and adequate measures to preserve the confidentiality of any information concerning SHSU's operations. SHSU's confidential information includes all information, material, equipment, or documents obtained by the Vendor from SHSU. Vendor agrees not to disclose any of the confidential information or make it available to others without prior written permission of SHSU.
2	SHSU will provide appropriate and adequate measures to preserve the confidentiality of any information concerning the vendor's operations. This includes all information, material, equipment, or documents submitted as part of the Questionnaire. SHSU agrees not to disclose any of the confidential information or make it available to others.
3	All costs incurred by the vendor in the preparation of responses to this Questionnaire are the responsibility of the Vendor.
4	The responses to this Questionnaire will be used by SHSU for evaluation purposes. SHSU reserves the right to retain all materials provided in response to this document.
5	SHSU reserves the right to make a decision at any time based on the information provided without further requests for information.
6	If this Questionnaire is amended by SHSU, the amendments will be sent to each vendor in writing via e-mail. No oral responses to these amendments will be considered or acknowledged. Vendors are required to respond in writing to each amendment received, as appropriate.
7	SHSU requires each vendor to provide a list of exceptions taken to this Questionnaire. Any exceptions taken should be identified and explained in writing via mail or e-mail. An exception is defined as the vendor's inability to meet a mandatory requirement in the manner specified in the Questionnaire. If the vendor provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution should be clearly identified.
8	This Questionnaire requires that all proposed products be currently in use by at least one other customer in production and generally available by the vendor for a period of six months. Unreleased or Beta Test software must have prior approval by SHSU before it is proposed. It is understood that application software that must be built is excluded from this provision.
9	Vendors, if selected as finalists, will be required to make an oral presentation of their proposal. This presentation will be made to the evaluation staff and executive staff responsible for selecting a product. This requirement is intended to allow vendors the chance to demonstrate their proposed solution, further define the primary features and benefits of their solution, to allow clarification of weak areas in their proposal, and to permit questions from the audience.
10	Oral presentation format is left to the discretion of SHSU, however, an agenda must be provided at least 48 hours in advance to allow SHSU an opportunity to review and provide input to insure a productive use of time for all participants. The presentation room will be equipped with audio/visual equipment. In the oral presentation, vendors will be expected to provide the following information: * Company overview, partnerships, qualifications and future strategy * Proposed solution overview * Demonstration of proposed solution * Pricing
11	If SHSU determines that a site visit is desirable, SHSU is not responsible for any costs incurred by the vendor representatives choosing to participate in the site visit.
12	Vendors submitting proposals in response to this Questionnaire may not discuss this Questionnaire with anyone, other than those people within the company who are required to participate in the response, without advance written permission from SHSU. Any public release of information about participation in this Questionnaire will, at our sole discretion, disqualify that vendor. The final vendor selected may not release the existence of the Questionnaire or any details of the Questionnaire for public information without advance written authorization of SHSU. The management of SHSU specifically prohibits any news release or public announcements relating to this project without explicit advance written authorization.



# Request For Proposal 753-6-66225135RRM

## SHSU ITS Vendor Questionnaire Vendor General Information Questions

No.	Vendor General Information Questions	Vendor Responses
1	What is your company name?	
2	What is your web address?	
3	How many years have you been in business?	
4	What is the name, phone number, and email address for the Questionnaire follow-up?	
5	What are your current offices and locations with five or more employees?	
6	Please list your company's Senior Management as well as their time spent with the company and their relevant experience.	
7	Please discuss any managerial positions that need to be either filled or eliminated.	
8	What is your past-full-year revenue in this line of business?	
9	Please list all products and services in the line of business that pertain to the current product in question.	
10	Is your company currently profitable? If not, when do you expect to become profitable?	
11	What is your current YTD revenue for this line of business?	
12	What is your current YTD revenue for the whole company?	
13	What is the average rate of year-over-year growth in sales for products and services in this line of business?	
14	What is the average rate of year-over-year growth in sales for products and services for the whole company?	
15	What is the total number of full-time employees for this line of business?	
16	What is the total number of full-time employees for the whole company?	
17	Please provide a brief overview of the company's financial position (past, present and prospective) in terms of income statement, balance sheet and cash-flow positions.	
18	Please list your company's recent milestones.	
19	What are your top three selling points against your competitors?	
20	What are your top three concerns about your competitors?	
21	Please list applicable copyrights, trademarks, service marks and patents.	
22	Please show where (as of the current date) you do business as a function of the percentage of revenue, adding up to 100% from the following: USA; Canada; Latin America; Europe; Middle East & Africa; Asia	
23	Please show a comparison of customers by industry for your four largest target industries, adding up to 100%	
24	What is the average development lead time needed to introduce new services and upgraded features?	
25	What is the typical product development cycle? How extensive is testing?	
26	Are you dependent on the development cycle of other organizations or on the IP of other organizations?	
27	Please list companies that resell and support your products under your brand name.	
28	Please list companies that offer your product as software as a service (SaaS). You may list yourself if you also do this. Give an estimate of the percentage of revenue you make from SaaS.	
29	Please give an estimate of the percentage of revenue you make from SaaS	
30	Do any third parties license/resell your products/services under private labels?	
31	If yes, please list all companies and products/services.	
32	Do you license any parts of your from other companies?	

## Request For Proposal 753-6-66225135RRM

### SHSU ITS Vendor Questionnaire Vendor General Information Questions

No.	Vendor General Information Questions	Vendor Responses
33	If yes, please list the products and companies.	
34	Please mention any joint ventures or partnerships.	
35	If you sell through channels, then please outline your programs.	
36	Is vendor consulting required, optional, or not available?	
37	What type of hosting is available?	
38	How long to implement? <i>Please provide standard implementation times based on requested functionality. If available, please include a sample implementation schedule.</i>	
39	Are there any other technical or product dependencies to install this system?	
40	How can this application be architected to meet SLA?	

## Request For Proposal 753-6-66225135RRM

### SHSUIITS Vendor Questionnaire User & Account Management Questions

No.	User and Account Management Information Questions	Yes / No Response	Extended Responses
1	Is AD/LDAP authentication supported?		
2	If not AD/LDAP supported, how are credentials such as usernames and passwords transmitted through the network?		
3	Can the system authenticate accounts externally to any other authenticating system such as Active Directory, or using methods such as PAM?		
4	Is the system Shibboleth enabled?		
5	Are any other federated authentication methods supported?		
6	Can the system provide a dump of all accounts and privileges in a text file (CSV format)?		
7	Does the system have a detailed audit log that logs all read or view actions?		
8	Can the system send logs to syslog?		
9	Can the system send logs to Arcsight?		
10	Does the system have a detailed audit log of login, logout, timeout, switching privilege, repeated authentication attempts, attempts to use unauthorized privileges, application software modification, system software modification events?		
11	Does the system audit log include information on user id, patient id, date, time, 'location', 'action' (view/update/print/etc.), 'data type' (lab, rad images, other details)?		
12	Does the system uses internal authentication?		
13	Does the system store passwords in a one-way hash format?		

## Request For Proposal 753-6-66225135RRM

### SHSUIITS Vendor Questionnaire User & Account Management Questions

No.	User and Account Management Information Questions	Yes / No Response	Extended Responses
14	Does the system support strong password rules (length, mixture of numeric, capital, alpha, regular expiry, no repeat passwords, etc.)?		
15	Can the password be changed on demand by the user?		
16	Can the password be changed/synchronized using P-Synch?		
17	Can the system be configured to force a required password change upon first use and upon password reset by an administrator?		
18	Can the system lockout accounts after a pre-determined number of consecutive login failures?		
19	Does the system support auto screen blankout after a pre-determined time of inactivity in the application?		
20	Does the system support automatic logout of a user after a pre-determined time of inactivity in the application?		
21	Does the system support a banner at the sign on screen that can be tailored for institutional purposes for legal notification or other emergency notification?		
22	Does the system use or store social security numbers?		
23	If system stores SSNs, is the transmission and storage of social security numbers encrypted?		
24	Can viewing of the SSN be separately logged and a specific extra log on required to view that field? (Break the glass)		
25	Has the vendor performed a security analysis of all files and database tables so that they are open for read access only to the accounts that have a legitimate need to access the data and not to all accounts by default?		
26	Does the system have "break the glass" emergency access?		
27	Is 2-factor authentication used for administrative access to this system?		
28	Can data be written to an external device such as CD or local media? If so, how is this tracked and audited?		

Request For Proposal 753-6-66225135RRM

SHSU ITS Vendor Questionnaire  
Network Questions

	Response
1 Will networked device work properly with cisco auto-sensing Ethernet ports for bandwidth negotiations?	
2 Will wirelessly connected devices support WPA/TKIP encryption with TTLS/PAP?	
3 Will they also support WPA2 Enterprise?	
4 Will wirelessly connected devices support the user authentication using typing of userid and password?	
5 Will wirelessly connected devices support other authentication methods?	
6 What is the maximum network data throughout required to optimally run these devices and their applications?	
7 Are there any special data types (e.g. large image files) that are handled differently than other data types (network and storage)?	
8 How is automatic network failover supported? (e.g. clustering, multiple NICs, etc.)	
9 Will wired devices accept DHCP as a method to have IP address, subnet, default gateway etc. assigned to them?	
10 Will the system function properly with dynamic IP address assignment for all wireless devices?	
11 Will MAC addresses of all devices (correlated to an identification such as serial number) be made available at least 5 days prior to shipment of the equipment/configuration to be used for asset identification and set up for quarantine?	

Request For Proposal 753-6-66225135RRM

SHSU ITS Vendor Questionnaire  
Network Questions

	Response
12 Does the system require a separate, private network for any reason?	
13 Does the system require Network Address Translation functions, or specialized/specific routers, firewalls, or any other special network system or function?	
14 Will vendor use IPSEC based VPN or IPSEC based site-to-site VPN for making secure connection to the system from an outside network?	
15 Upon or immediately prior to initial implementation will the vendor commit to risk mitigation process resulting in a written response which identifies and proposes remediation for security vulnerabilities (if found), and follow-up queries?	
16 Is the system accessible via a modem?	
17 If migrating from an existing system is there a Migration path?	
18 Are there any additional parts of the infrastructure that the system needs to access (databases, Authentication servers, etc.)?	
19 Are there any web servers? If so, what are they and do they support SSL?	
20 What type of Web apps, CGIs, perl/Perl modes, PHP, etc. are utilized?	
21 Are these custom developed or off-the-shelf inclusions?	
22 Is all wired physical network connectivity based on RJ-45 copper Ethernet connection?	
23 Will it be possible to a priori identify which device needs Internet connectivity and why? Please describe how this will be accomplished.	
24 Do you support SNMP?	
25 Are data files stored in a hierarchy?	
26 What is the scalability of the system and are there any limitations in any of the components that make up the complete system?	
27 Are there any special hardware or software requirements that have not already been addressed? If so, what are they?	

## Request For Proposal 753-6-66225135RRM

### SHSU ITS Vendor Questionnaire Security Questions

No.	Security Questions	Yes / No Response	Extended Responses
1	Can this system be accessed from public networks such as the internet?		
2	Is all traffic between this system and public networks encrypted?		
3	Is all Confidential* data transmitted by this system encrypted? (Ex: IPSec, VPN, SSL, ssh, etc.)		
4	Are transmissions to/from this system over the internet or wireless networks protected against tampering using message digests or checksums?		
5	Are security events logged? (e.g. log-on, log-off, timeout, switching privilege, repeated authentication attempts, attempts to use unauthorized privileges, application software modification, system software, modification, changes to user privileges, read/update of Confidential data.)		
6	Where are security logs stored?		
7	How long are locally stored security logs retained?		
8	How often is this system scanned for vulnerabilities?		
9	How often is this system backed up to tape or other media?		
10	What methodologies/processes do you use for security testing your products?		
11	Do you provide support for hardware and/or system? Please provide the support agreement documents with assumptions and SLA, if any.		
12	Can the product handle having <b>multiple authoritative</b> resources for the global user?		
13	How does your solution normalize and aggregate identity and entitlement information to provide a composite view of user access? Once collected, is user access data stored with a relational database that is embedded within your solution (if so what database is used)? Please attach a copy of the data model in the appendix.		
14	Does the solution support ownership of Data, specifically roles such as Stewardship / Custodianship / Supervisor / Manager? If so, describe in detail how data ownership is managed, changed, re-assigned, etc.		
15	Does the solution provide the ability to create an escalation event when there is a problem with the request and that the user is unable to fulfill?		

# Request For Proposal 753-6-66225135RRM

## SHSU ITS Vendor Questionnaire Security Questions

No.	Security Questions	Yes / No Response	Extended Responses
16	Does the solution provide the ability to suspend fulfillment process and retry later because a system is currently inaccessible.		
17	Does the solution provide the ability to notify the administrator when the system is inaccessible for a more than a specified time limit?		
18	Does the solution provide the ability to raise an exception when the remote fulfillment system does not understand the request that is being submitted?		
19	Does the solution provide the ability to filter requests for high-risk entitlements to get additional approvals?		
20	Does the solution provide the ability to control the process used for fulfillment on a per application or system basis?		
21	Does the solution provide the ability to have preventative controls which dynamically check for any policy violations at time of request?		
22	Does the solution provide the ability to have unique workflow if exceptional access is requested for an end user?		
23	Does the solution support rule evaluation during the access request workflow process to warn/notify that the proposed changes will create violations?		
24	Does the solution support rule evaluation during the Role Management process to warn that the changes to the role will create violations?		
25	Does the solution allow outside systems to query SoD rules with an API interface to use across the product and integrate with third party systems?		
26	Does the product support administrator defined rules to detect users that have specified entitlements and automatically generate a review of the user and/or create change requests to revoke them automatically?		
27	Does the solution log all actions including those initiated using the API's?		
28	Does the solution provide the ability to continually scan/monitor for SOD violations? What actions can be taken upon discovery of SOD violations?		
29	Are there any proprietary protocols used? If so, please describe their use.		
30	Can necessary listening service(s) withstand a routine port scan (i.e. nmap port scanning)?		
31	Are there any known issues that would prohibit the installation of any of the following:		
32	i. Centralized antivirus software with routine malware scanning?		
33	ii. Vulnerability assessment scans, periodic and after major system changes?		
34	iii. Tripwire change detection software?		
35	How does a user authenticate? If local authentication is used, where is the authentication data stored?		
36	Is Federated Single Sign On (SSO) supported? If so, what standards?		



# Request For Proposal 753-6-66225135RRM

## SHSU ITS Vendor Questionnaire Security Questions

No.	Security Questions	Yes / No Response	Extended Responses
37	Can the application capture and retain unsuccessful and successful logon attempts?		
38	Can the application capture and retain unsuccessful and successful resource access attempts?		
39	Do logs contain the following elements?		
40	i. Timestamp		
41	ii. User ID		
42	iii. Success or failure of event		
43	iv. Source of events?		
44	Can the application report logs to any of the following		
45	i. Syslog		
46	ii. Windows Log Events		
47	iii. Other?		
48	How long are logs stored on the local system?		
49	Are vendor security updates reviewed and approved for compatibility with your system?		
50	Is there a procedure to communicate to customers the compatibility status of vendor security patches or workarounds?		
51	Are the following actions audited?:		
52	Account Logon Events (User Logs on or Off)		
53	Directory Object Access		
54	Policy Change		
55	Workflow Tracking		
56	Workflow Approval/Denials		
57	Workflow Customized Audit Records		
58	Delegation of user rights.		
59	Account Creation (Who, What, When)		
60	Promoting User		
61	User Modification (Who, What, When)		
62	User Disable (Who, What, When)		
63	User Termination (Who, What, When)		
64	Role Creation/Deletion		
65	Role Membership Changes		
66	Role Entitlement Changes		
67	System Events		
68	Where are backups (tape, disk, etc.) stored?		
69	Are backups of this system kept in secure areas?		
70	Are backups of this system encrypted?		

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### SHSU ITS Vendor Questionnaire Interfaces Questions

No.	Interfaces Questions	Yes / No Response	Extended Responses
1	List any interfaces with other systems required for operation and the protocols supported (e.g. HL7 v3.0 real time ADT and Scheduling)		
2	Does the system support all interfaces over the LAN/WAN connection and over TCP/IP?		
3	Is there a document that describes all necessary interfaces specifications with protocols used for communication, message formats, timing information (batch/real-time), etc.?		
4	Does the system support communication using the HL7, DICOM, or X.12, BPEL, XPD, standards?		
5	In receiving an HL7 message, does the system support ignoring certain 'fields, subcomponents, field repetitions, and segment' that are not used?		
6	Does the system support the ability to change delimiters in HL7 messages?		
7	Does the system support use of the 'escape' character in HL7 messages?		

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### SHSU ITS Vendor Questionnaire Interfaces Questions

No.	Interfaces Questions	Yes / No Response	Extended Responses
8	Does the system support 'snapshot mode of updating' by repeating segments such as NK1, AL1, IN1, DG1, PR1, etc.?		
9	Has the system had interfaces with commercially available interface engines like eGate, BizTalk, and Cloverleaf?		
10	Does the system provide monitoring for flow of data into and out of the system?		
11	Does the system provide methods to browse interface logs, and simple methods to start and stop an interface?		
12	Does the system handle data storage problems with an interface gracefully, with appropriate and immediate shutdown of the interface?		
13	Does the system ever generate an HL7 negative acknowledgement?		
14	Does the system support patient merge and unmerge?		
15	Are there separate concepts in the user and machine interfaces for ordering, referring, performing, assisting, supervising and other physician and provider types?		
16	What file types are supported (e.g. RTF, PDF, TIFF, etc.)?		
17	What terminologies are supported in the system (e.g. CPT, ICD, SNOMED, LOINC, RADLex, RxNorm)?		
18	Describe the master file management tools and methods (import, add/change/delete, export) and which master files are supported or excluded using the tools.		
19	Does the system support user and other context passing?		
20	Is CCOW supported?		
21	Are there limitations to context passing with specific clients (e.g. citrix)?		

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### SHSU ITS Vendor Questionnaire Interfaces Questions

No.	System Questions	Yes / No Response	Extended Responses
1			
2	Will the proposed system work correctly, efficiently, and reliably on the SHSU standard desktops?		
3	What is the space, electrical, HVAC, telecommunications related, or mounting requirements for devices (or related peripherals?)		
4	What are the requirements for any printers or other peripherals required for the system or application?		
5	What are the live, near live, test, training, upgrade, development, and backup storage requirements for the system?		
6	Does the vendor provide support for hardware and/or system?		
7	•What is the process for documenting an incident?		
8	•Is remote control assistance provided?		
9	•What are the hours of support?		
10	•Define the local administrator's role in supporting the system		
11	What is the process of correcting system bugs?		
12	What is the method for software distribution and installation (upgrades, bug fixes) post acquisition?		
13	Is it possible to use SMS to push patches and other updates to the system and clients?		
14	Can the system use a thin client strategy (citrix, web, etc.)?		
15	Are the devices and systems configured to download 'Time' from Time Servers using Network Time Protocol (NTP)?		
16	Is all confidential data transmitted or received by this system encrypted (ex IPSEC, VPN, SSL, SSH, etc.)?		
17	Does the vendor test its product with Microsoft/Apple and other relevant vendor alpha and beta patches, upgrades, and service packs?		

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### SHSU ITS Vendor Questionnaire Interfaces Questions

No.	System Questions	Yes / No Response	Extended Responses
18	List the main applications necessary on the server-side (Apache, JBoss, IIS, etc....), not including database, please include development languages used (if possible).		
19	Is a Software Development Toolkit available for an administrator to make configuration changes?		
20	Does the vendor maintain a public knowledgebase of known issues, common requests, and general how to information?		
21	Are there training programs are available for technical staff?		
22	Does the vendor provide project management services for the deployment?		
23	Are any web components built using modern standards (HTML5, CSS3, Javascript)?		
24	Is there any use of proprietary web languages (i.e. Flash, Silverlight, ActiveX)?		
25	What web analytics platforms do you integrate with, if any?		
26	What browsers are supported for the system? Please include both desktop and mobile platforms.		
27	To what extent can the system be "skinned" with custom branding, stylesheets, etc.?		
28	Please describe to what extend your app meets accessibility standards, such as Section 508.		
29	Describe how visual customizations are performed on your system - is raw HTML modifiable?		
30	Do you use a template framework?		
31	Are there any standard taxonomies used for your data?		
32	Describe your server-side web architecture.		
33	If your system contains content that might need to be search for, does it integrate well with existing search technologies (I.e. Google Search Appliance)?		
34	Is there an API available for the product?		
35	If so, what languages are supported for it?		
36	What developer documentation do you make available?		
37	Is there a developer community that you maintain?		
38	Please describe your release schedule and product lifecycle. Include sample upgrade notes if possible.		